

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

MICHAEL T. BELL,)	
)	No. 57840-5-I
Appellant,)	
)	DIVISION ONE
v.)	
)	UNPUBLISHED OPINION
MARY ANNA LEPPARD,)	
)	
Respondent.)	FILED: August 28, 2006

PER CURIAM. Michael Bell and Mary Anna Leppard began a romantic relationship in 2001, and planned to marry. In November 2002, Michael informed Leppard by letter that he no longer wished to marry and that the two should go their separate ways. Because he presents no evidence supporting his theory that the court should award him money stemming from his decision to give his house to Leppard as a gift, we affirm the trial court's decision denying his action for breach of contract to marry and implied contract.

FACTS

Michael Bell's marriage to Maria Bell was dissolved on March 8, 2002. As part of the dissolution, Michael received the couple's house in Lake Forest Park. In addition, Michael was to refinance the house in order to remove Maria from any financial obligation on the mortgage, and to give Maria \$10,000.

Michael had begun dating Mary Anna Leppard in April 2001. By early 2002, Michael and Leppard were discussing marriage. In February 2002,

Michael asked to give the Lake Forest Park house to Leppard by quit-claim deed, explaining that otherwise, he would lose the house through foreclosure. On March 6, 2002, Michael executed a quit-claim deed in favor of Leppard, in consideration of "A gift as noted via WAC 458-61-410(2)." Michael made no further payments on the Lake Forest Park house after conveying it to Leppard. In April 2002, Michael asked Leppard to refinance the Lake Forest Park house in order to fulfill his obligation to pay Maria \$10,000. Leppard refinanced the house solely in her name and deposited \$40,818.76 she received from the refinance in her personal bank account.

In October 2002, Leppard sold the Lake Forest Park house and bought a larger house in Woodinville so that she, Michael and their children could live together with separate bedrooms for the adults until they were married. She paid the mortgage on the Woodinville house. In November 2002, Michael sent Leppard a letter stating that he believed their spiritual journeys were leading them in different paths, and indicating his intention to leave. Michael moved out of the Woodinville house in January 2003.

In January 2004, Michael filed a lawsuit against Leppard for breach of promise to marry and seeking \$45,500, which he stated to be

the equitable and just return of monies the plaintiff has lost access to regarding the following: (1) Down payment on the residence the defendant currently lives (2) loss of financial support to accomplish my trade adjustment assistance training plan, and (3) cost of engagement ring.

After both parties moved for summary judgment, the trial court dismissed

Michael's claims based on breach of promise to marry but allowed his claim for money owed in relation to the houses to proceed to trial. After trial, the court concluded that the couple did not have a meretricious relationship and that Michael had failed to show any right to an interest in the Lake Forest Park house or the Woodinville house. Michael appeals.

ANALYSIS

Denial of Discovery

Michael contends that the trial court prevented him from engaging in necessary discovery after the court became aware of "circumstances that would hinder [him] from being diligent about discovery." Michael presents no evidence showing how he was precluded from engaging in discovery, or what discovery he was unable to obtain. Nor does Michael cite to any authority for his argument. We decline to address it further.

Interrogatory Answers

Michael challenges the trial court's denial of a motion to compel Leppard to answer certain interrogatories. Leppard claims that she did answer the interrogatories, but does not provide evidence of this in the record. In any event, a review of the record reveals that the interrogatories referred to information that was either included in Leppard's declaration or irrelevant. The trial court did not err in denying the motion to compel.

Evidentiary Motions

Michael argues that the trial court erred in denying several motions

regarding materiality, perjury, and dismissal of trial testimony. However, Michael chose not to provide a transcript of trial proceedings. As we have no trial record, we are unable to review these issues.

Sufficiency of Evidence

Michael next challenges the sufficiency of the evidence regarding breach of promise of a contract to marry and his right to money from the down payment on the Woodinville house. But in this case, the evidence shows that Michael transferred the Lake Forest Park house to Leppard in order to accomplish the refinancing and payment of his obligation to pay \$10,000 to his ex-wife under their dissolution order.¹ There is no evidence in the record that Michael participated in the purchase of the Woodinville house. And he may not legally claim a loss of access to money, because Washington has abolished the right to damages for expected financial gain in breach of promise actions.²

Citing authority pertinent to dissolution of marriage, Michael claims that the trial court erred in refusing to make a division of property by awarding him money from the down payment on the Woodinville house. But because the parties were not married, the law relating to dissolution of marriage does not apply.

The trial court specifically concluded that the parties were not engaged in a meretricious relationship “in light of the short tenure of the relationship, and the lack of joint financial accounts or other indicia of a meretricious relationship.”

¹ Stanard v. Bolin, 88 Wn.2d 614, 619, 565 P.2d 94 (1977).

² Stanard, 88 Wn.2d at 620.

Michael does not challenge this conclusion. A meretricious relationship exists where a couple lives in a stable, marital-like relationship knowing that they are not lawfully married.³ Factors relevant to finding that a meretricious relationship exists include continuous cohabitation, the length of the relationship, the purpose of the relationship, the parties' intent, and whether the parties pooled resources for joint projects.⁴ A review of the record shows that the parties lived in the same house for only a short period, did not pool their resources, and although they once intended to marry, Michael decided that marriage was not a good idea. The trial court did not err in reaching the conclusion that there was no meretricious relationship that might support awarding money to Michael on the basis of the purchase of the Woodinville house.

Promissory Estoppel

Michael fails to point to any evidence of a promise that would support a claim under a promissory estoppel theory, and we find none in the record.

Constructive Trust

There is no evidence in the record of the type of fraud, misrepresentation, undue influence, or taking advantage of another's weakness that generally supports imposition of a constructive trust.⁵ And given the fact that Michael asked Leppard to accept the property in order to help him meet his legal obligation and that there is no evidence of any agreement that Leppard would return the property or any part of the property to Michael, there is no evidence

³ Connell v. Francisco, 127 Wn.2d 339, 346, 898 P.2d 831 (1995).

⁴ Connell, 127 Wn.2d at 346.

⁵ Baker v. Leonard, 120 Wn.2d 538, 843 P.2d 1050 (1993).

that Leppard would be unduly enriched by keeping the property.⁶ Michael fails to establish the necessity for a constructive trust.

CONCLUSION

Affirmed.

FOR THE COURT:

Grosse, J.

Becker, J.

Ajda, J.

⁶ Baker, 120 Wn.2d at 547-48.